

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  Global Communicators, LLC	2. Registration No.  5817
3. Name of Foreign Principal  Office of Commercial Affairs of the Royal Thai Embassy	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
Design, conduct and communicate bimonthly reports and analysis of U.S. perceptions of Thailand.  
Plan and implement 2 congressional briefings on Thai issues of importance to policymakers and 2 congressional receptions (1 for House, 1 for Senate).  
Brief Thai officials on developments in national election campaigns.  
Provide strategic advice and counsel as needed.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Conduct bimonthly analysis of American public opinion toward Thailand through media monitoring and surveys of congressional staff.

Develop briefings on Thai issues for congressional staff.. Develop separate reception for House and Senate members and aides. Handle logistics.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Arrange for 2 briefings for congressional staff on key issues of interest to Thailand (to be determined), with development of supporting informative materials as needed. Arrange a receptions for members of the House of Representatives and their staff and another for Senators and Senate staff.

### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
March 05, 2012	James W. Harff, President & CEO	/s/ James W. Harff eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

3/1/2012

## **AGREEMENT FOR ADVISORY SERVICES**

This Agreement is made by and between the Office of Commercial Affairs of the Royal Thai Embassy, Washington, D.C. represented by its duly authorized officials (hereinafter called "the client"), and Global Communicators, having an office at 1875 I Street, NW, Suite 500, Washington, DC 20005 (hereinafter called "the Firm"). All matters related to the Agreement and payments provided hereunder should be directed to the Firm's business office at 1215 North Nash Street, Arlington, Virginia 22209.

**WHEREAS**, in consideration of the services hereinafter stated, the client is willing to hire the Firm to advise the client with respect to its need for general advice regarding public relations and communication issues, and the Firm is willing to render such services to the client:

**NOW, THEREFORE**, the parties agree as follows:

### **Article 1. Service of this Agreement**

The purpose of this Agreement is to make available to the client advisory services (hereinafter called "the Services") by the Firm as shown in Appendix A (per the attached Scope of Work and Timeline Calendar).

The Firm agrees to render the Services as detailed in Appendix A (per the attached Scope of Work and Timeline Calendar).

### **Article 2. Duration**

This Agreement, upon the execution of the same by all parties, will take effect **March 1, 2012**, and will expire **August 31, 2012**.

### **Article 3. Fees and Expenses**

**3.1** The client shall pay the Firm its fees and reimburse its expenses for the services rendered under this Agreement in the total amount of **US\$47,250.00** for the services rendered under this Agreement in 3 payments (**upon contract signing, US\$20,000.00; June 1, 2012, US\$15,000; and August 31, 2012, US\$12,250.00**)

**3.2** Taxes, which may be incurred by the Firm on payments made by the client for services rendered under this Agreement, shall be the responsibility of the client for taxes incurred in Thailand and the responsibility of the Firm for taxes incurred outside Thailand.

### **Article 4. Method of Payment**

**4.1** The fees and expenses shall be billed by invoice to the client by the Firm on a fixed schedule as described above.

**4.2** Payment shall be made by the client in U.S. dollars by wire transfer or check on the date specified in Section 3.1 of this Agreement.

3/1/2012

**Wire Transfer Details:**

Account # [REDACTED]  
PNC Bank  
1400 K Street  
Washington, DC 20005  
ACH Routing: [REDACTED]  
ABA [REDACTED]  
SWIFT Code [REDACTED]

**Checks may be mailed to:**

Global Communicators, LLC  
1215 North Nash Street  
Arlington, Virginia 22209

**Article 5. Termination**

**5.1** Should either party default in the execution of its obligations under this Agreement, the other party shall give the defaulting party notice in writing to remedy such default promptly.

**5.2** Failure of the defaulting party in taking corrective measures as required by the other party within 15 (fifteen) days of receipt of such notice shall constitute a sufficient cause for the other party to terminate this Agreement.

**5.3** In the event of termination of this Agreement due to the fault of the client, the client shall compensate the Firm for its fees and expenses incurred for the services performed up to the date of termination in connection with the termination of the Agreement.

**5.4** In the event of termination of this Agreement due to the fault of the Firm, the Firm agrees to pay the client a penalty in the amount of ten per cent (10%) of the total contract amount as per stated in Article 3 section 3.1 of the Agreement.

**5.5** This Agreement may be terminated by convenience of the client, at any time, by sending notice to the Firm not less than 30 (thirty) days in advance. The Firm shall be entitled to remuneration up to the date of termination.

**5.6** This Agreement may be terminated by the Firm if for any professional or ethical reasons or other reasons beyond control that the Firm cannot proceed with the representation. The Firm shall be entitled to remuneration up to the date of termination.

**Article 6. The Rights and Duties of the Firm**

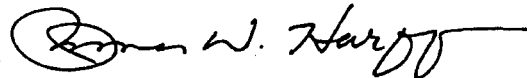
**6.1** The Firm and its staff, in advising and acting for the client, shall at all times perform the Services by using all reasonable skill, care and due diligence and efficiency and shall carry out their professional obligations in accordance with recognized international professional standards.

3/1/2012

6.2 The client agrees that the Firm's representation in this matter will not preclude the Firm from representing other clients, whenever such representation can be undertaken consistent with applicable ethical and professional rules.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

**The Firm (Global Communicators)**

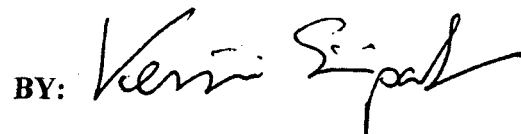
A handwritten signature in black ink, appearing to read "James W. Harff", with a long horizontal flourish extending to the right.

**DATE: March 1, 2012**

**BY: (Mr. James W. Harff)**

**Office of Commercial Affairs  
Royal Thai Embassy, Washington, D.C.**

**DATE: March, 1, 2012**

A handwritten signature in black ink, appearing to read "Kessiri Siripakorn", with a long horizontal flourish extending to the right.

**(Mrs. Kessiri Siripakorn)**



**SCOPE OF WORK**  
**Office of Commercial Affairs**  
**Royal Thai Embassy**  
**March 1, 2012 through August 31, 2012**

**Introduction**

The following major projects comprise the Scope of Work to be performed by Global Communicators, LLC, during the six-month period commencing March 1, 2012, and concluding August 31, 2012, as identified jointly by the Office of Commercial Affairs and Global Communicators.

As in the past, Global Communicators will remain flexible in determining additional aspects of OCA's work on which we foresee opportunities for leveraging our work in your behalf. This capability is incorporated under the "Strategic Advice and Counsel" section below.

During the six-month period, Global Communicators will proactively identify current and emerging issues and opportunities for consideration by OCA. One such issue relates to the **Creative Economy concept** that the Thai government has created and launched. As stated previously, we believe this new and unique approach to developing Thailand's intellectual property reservoir and thereby mitigating IP concerns that have plagued U.S.-Thai relations in recent years should be communicated to U.S. policymakers.

**Scope of Work**

**1. Design, Conduct and Communicate Bimonthly Reports and Analysis of America's Perceptions of Thailand**

This wide-ranging analytical bimonthly survey of American public opinion toward Thailand will research and report on attitudes ranging from those of policymakers on public policy issues to average Americans in a cross-section of walks of life.

GC will present a report to OCA every two months, beginning April 1, 2012, and continuing on June 1, 2012, and August 1, 2012. The report will summarize how the general public, opinion makers (media, think tanks, academia, associations, etc.), and U.S. Government (Obama Administration, House and Senate Members) perceive Thailand and ASEAN.

OCA will share these reports with other Royal Thai Embassy officials, as directed by OCA. As appropriate and useful, Global Communicators will release selected results to well-placed journalists with a potential interest. Such release of data will be made only after approved in advance by OCA.

Methodology will include reactive social media monitoring, news and opinion online coverage from America's major newspapers and radio-television-cable systems, and proactive occasional targeted public opinion surveys of specific market segment (such as senior congressional staff) on key issues of importance to Thailand. We will include topics that have an impact on Thailand and its trade relations with the United States in particular, such as perceptions held of the ASEAN Economic Community (AEC), which is scheduled to become a common market in 2015.

In early March we will brief OCA on the methodology we will use.

*Deliverables:*

- a. Design methodology
- b. Establish information sources.
- c. Monitor information sources.
- d. Create proactive public opinion sampling.
- e. Conduct sampling interviews electronically and in person.
- f. Analyze and evaluate the research information.
- g. Prepare for and present to OCA bimonthly reports of our research and analysis on or about April 1, June 1, and August 1, 2012.
- h. Conduct follow-up research on specific issues as directed by OCA.
- i. Prepare the reports in a format that OCA may share with other embassy and government officials.
- j. Release interesting and supportive survey data to selected journalists, after obtaining OCA approval.

**2. Plan and Implement Two Congressional Briefings and Two Congressional Receptions.**

Two separate briefings on current Thai issues of importance to U.S. policymakers and two Capitol Hill receptions, one each for the House of Representatives and Senate, will be planned and implemented for senior congressional staff. Global Communicators will manage all logistical and program details. We will create a theme for the events that supports current policy issues and messages of OCA and the Thai government.

*Deliverables:*

- a. Recommend and confirm dates for the four events.
- b. Research, select and confirm venues for each meeting and reception.
- c. Prepare and distribute invitations for the events to targeted databases.
- d. Confirm acceptances.

- e. Prepare background information folder for guests at all four events.
- f. Work with OCA in preparing the program and talking points for each event.
- g. Create and design a new and unique approach through video and PowerPoint presentations.
- h. Handle all logistics including room arrangements, audio-visual equipment, food and beverages, and decorations.
- i. Follow up as necessary with the guests.
- j. Add new names to master OCA electronic database.
- k. Prepare brief report on each event that includes names and background on each participant.

### **3. Two Briefings on U.S. Political Campaigns in 2012 for Minister and Colleagues**

Special emphasis during the duration of this project will focus on **U.S. federal political campaigns intelligence** centered on the U.S. Congress and the presidency since the winners will shape policy for the next two-to-four years.

We will present **two confidential political briefings** that focus on OCA policy issues and sectors of concern in an effort to thoroughly brief Minister Kessiri and her colleagues on the evolving and unique American political process. This project will include sharing of political background information provided by research services to which Global Communicators subscribes, including the National Journal.

The briefing will be held in **late April** after most of the presidential primaries including the March 6<sup>th</sup> Super Tuesday round are finished, and again in **early August** prior to the Republican National Convention in Tampa, Florida, August 27-30, 2012, at which the GOP will nominate its candidates for president and vice President, and the Democratic National Convention in Charlotte, NC, the week of September 3, 2012.

If there is OCA interest, we will contact Democratic and Republican Party convention officials to obtain a **special invitation for Minister Kessiri and a colleague to attend one or both of the conventions** as a guest of the parties to learn about the American political systems and process for nominating their candidates.

### **4. Strategic Advice and Counsel.**

Our policy and communications experts will provide ongoing advice and counsel to OCA throughout the term of this Agreement. As always, we will be available 24/7 to provide our expertise and understanding of the U.S. government and political process as a means of supporting the important work of OCA in Washington, DC, and the United States.

This Scope of Work will be discussed with OCA and amended or expanded based on those discussions shortly after signing the Agreement.



## PROJECT TIMELINE

March 1, 2012	Project begins
March 15	Methodology for bimonthly opinion reports presented to OCA.
March	Begin planning for House and Senate briefing and receptions
March	Begin planning for Deputy Commerce Ministers U.S. visit.
March	Advice and counsel
April 1	First Bimonthly Public Opinion Report
April	House Briefing
April	Senate Briefing
Late April	First OCA U.S. Political Briefing
April	Advice and counsel
May	Confirm plans for House and Senate receptions
May	Advice and counsel
June 1	Second Bimonthly Public Opinion Report
June	House Reception
June	Senate Reception
June	Advice and counsel
July	Advice and counsel
July	Plan for next OCA project
August 1	Third Bimonthly Public Opinion Report
Early August	Second OCA U.S. Political Briefing
August 27-30	Minister Kessiri attends Republican National Convention, Tampa, Florida, as guest of Republican National Committee
August	Advice and counsel
August 31	Project ends
Week of September 3 <sup>rd</sup>	Minister Kessiri attends Democratic National Convention, Charlotte, North Carolina, as guest of Democratic National Committee

**Budget**

The Professional Fee, including Program Expenses, will be US\$47,250.00. An initial fee payment of US\$20,000 is due and payable upon signing the Agreement for Advisory Services. An additional payment of US\$15,000.00 is due and payable June 1, 2012, and the final payment of US\$12,250 is due and payable on August 31, 2012.

*Prepared by  
Global Communicators, LLC  
March 1, 2012*